

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA**

1. CARLTON BRYAN,)	
2. PATRICIA BRYAN,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 14-cv-00553 SPS
)	
1. CSAA FIRE & CASUALTY)	
INSURANCE COMPANY)	
D/B/A AAA FIRE & CASUALTY)	
INSURANCE COMPANY, A Foreign)	
For Profit Insurance Corporation,)	
)	
Defendant.)	

COMPLAINT

A. Parties

1. Plaintiffs, Carlton Bryan and Patricia Bryan, are each citizens of the State of Oklahoma.

2. Defendant, CSAA Fire & Casualty Insurance Company d/b/a AAA Fire & Casualty Insurance Company, is a foreign for profit insurance corporation incorporated and organized under the laws of the state of Indiana.

3. The principal place of business for Defendant, CSAA Fire & Casualty Insurance Company d/b/a AAA Fire & Casualty Insurance Company, is within the state of California.

4. The Defendant, CSAA Fire & Casualty Insurance Company d/b/a

AAA Fire & Casualty Insurance Company, is licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto the Plaintiffs, Carlton Bryan and Patricia Bryan, owned property and structures located at 123 N Block 1850 Road in Stigler, Oklahoma.

8. On or about June 16, 2013, Plaintiffs' property and structures, including a boat dock, were damaged as the result of a wind storm.

9. At all times material hereto, the Plaintiffs, Carlton Bryan and Patricia Bryan, were insured under the terms and conditions of a homeowner insurance policy, policy number H03-003390774, issued by the Defendant, CSAA Fire & Casualty Insurance Company d/b/a AAA Fire & Casualty Insurance Company.

10. At all times material hereto, Plaintiffs, Carlton Bryan and Patricia Bryan, complied with the terms and conditions of their insurance policy.

11. The Plaintiffs' wind damages are covered perils not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant.

D. Count I Breach of Contract

12. Plaintiffs, Carlton Bryan and Patricia Bryan, hereby assert, allege and incorporate paragraphs 1-11 herein.

13. The property insurance policy No. H03-003390774, issued by the Defendant, CSAA Fire & Casualty Insurance Company d/b/a AAA Fire & Casualty Insurance Company was in effect on June 16, 2013.

14. The acts and omissions of the Defendant, CSAA Fire & Casualty Insurance Company d/b/a AAA Fire & Casualty Insurance Company, in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

15. Defendant's breach of contract includes, but is not limited to, the failure to pay for covered damage to the Plaintiffs' boat dock. Defendant wrongfully denied Plaintiff's claim for damages to the boat dock without adequate investigation and despite the fact that said damages are covered under the terms and conditions of Plaintiffs' insurance policy. As a result of Defendant's wrongful denial and breach of the contract, Plaintiffs were forced to incur the cost of repairing the damaged boat dock.

E. Count II Bad Faith

16. Plaintiffs, Carlton Bryan and Patricia Bryan, hereby assert, allege and incorporate paragraphs 1-15 herein.

17. The above mentioned acts and omissions of the Defendant, CSAA Fire & Casualty Insurance Company d/b/a AAA Fire & Casualty Insurance Company, in the investigation, evaluation, and payment of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

18. CSAA Fire & Casualty Insurance Company d/b/a AAA Fire & Casualty Insurance Company's unreasonable and bad faith conduct include, but are not limited to, the Defendant's failure to pay for covered damages to Plaintiffs' boat dock, failure to adequately investigate the cause and origin of Plaintiffs' claim, and failure to cooperate and deal fairly with Plaintiffs in the investigation and evaluation of the Plaintiffs' claim.

19. Defendant acted unreasonably and in bad faith in the investigation, evaluation, and wrongful denial of Plaintiffs' claim by failing to adequately investigate the weather conditions on or around the date of Plaintiffs' loss. Further, Defendant refused to come back to the loss site.

20. Defendant acted with hostility towards the Plaintiffs and unreasonably refused to cooperate with Plaintiffs in the investigation, evaluation, and payment of

the claim. Defendant failed to return Plaintiffs' phone calls and refused to provide Plaintiffs with the photographs of the loss which were utilized by Defendant as a basis for denial of the claim.

F. Count III Punitive Damages

21. Plaintiffs, Carlton Bryan and Patricia Bryan, hereby assert, allege and incorporate paragraphs 1-20 herein.

22. The unreasonable conduct of the Defendant, CSAA Fire & Casualty Insurance Company d/b/a AAA Fire & Casualty Insurance Company, in the handling of Plaintiffs' claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

G. Demand for Jury Trial

23. The Plaintiffs, Carlton Bryan and Patricia Bryan, hereby request that the matters set forth herein be determined by a jury of their peers.

H. Prayer

24. Having properly plead, Plaintiffs, Carlton Bryan and Patricia Bryan, hereby seek contractual, bad faith and punitive damages against the Defendant, CSAA Fire & Casualty Insurance Company d/b/a AAA Fire & Casualty Insurance Company, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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